

STATE BOARD OF REGISTRATION  
FOR THE HEALING ARTS,

Board,

v.

JOHN P. CARMODY, M.D.,

Licensee.

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) Case No. 2000-000602  
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**SETTLEMENT AGREEMENT**

COME NOW John P. Carmody, M.D., (Licensee) and the State Board of Registration for the Healing Arts (the Board) and enter into this Agreement for the purpose of resolving the question of whether Dr. Carmody's license as a physician or surgeon will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo 2000.

1. Licensee acknowledges that he understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing

commissioner concerning the charges pending against Licensee; and subsequently, the right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen (15) days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitutes grounds for discipline of Licensee's license.

3. Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

4. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case or this Agreement, or from the negotiation or execution of this Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Agreement in that it survives in perpetuity even in

the event that any court of law deems this Agreement or any portion thereof void or unenforceable.

5. The parties stipulate and agree that the disciplinary order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take further disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

6. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620 and 621, RSMo, as amended.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1. The State Board of Registration for the Healing Arts ("the Board") is an agency of the State of Missouri created and established pursuant to § 334.120, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.

2. John P. Carmody, M.D. is licensed by the Board as a physician and surgeon, license number 29538, which was first issued in July, 1964. Respondent's certificate of registration is current and active and was so at all times mentioned herein.

3. On or about September 27, 2000, Licensee signed a Settlement Agreement with the Missouri Department of Health, Bureau of Narcotics and Dangerous Drugs (BNDD), providing that Licensee's BNDD registration was placed on probation. A true and accurate copy of the Settlement Agreement is attached hereto as Exhibit 1 and incorporated by reference as if set forth fully herein.

4. Said Settlement Agreement included stipulations between the BNDD and Licensee as to facts and as to conclusions of law, including the following provisions:

4. From January 12, 1999 to November 21, 1999, Dr. Carmody issued the following prescriptions by telephone for patient G.R:

Date	Rx#	Pharmacy	Drug Name/Strength	Amt.	Refills
1/12/99	114915	Unity Pharm.	chlordiazepoxide 10 mg	60	2
1/31/99	1373034	Walgreens	chlordiazepoxide 10 mg	60	1
6/24/99	126109	Unity Pharm.	chlordiazepoxide 10 mg	60	3
8/31/99	1460561	Walgreens	chlordiazepoxide 10 mg	30	0
9/6/99	1462678	Walgreens	hydrocodone/APAP 10/650mg	60	1
9/28/99	131790	Unity Pharm.	hydrocodone/APAP 10/650mg	40	1
9/30/99	1473269	Walgreens	chlordiazepoxide 10 mg	30	0
10/3/99	1474124	Walgreens	chlordiazepoxide 10 mg	60	1
10/8/99	1476550	Walgreens	hydrocodone/APAP 10/650mg	40	1
11/6/99	1488176	Walgreens	hydrocodone/APAP 10/650mg	60	0
11/9/99	134391	Unity Pharm.	hydrocodone/APAP 10/650mg	40	1
11/15/99	1491486	Walgreens	Sonata 10 mg	6	0
11/19/99	1494208	Walgreens	chlordiazepoxide 10 mg	60	0
11/21/99	1494649	Walgreens	hydrocodone/APAP 10/650mg	60	0

5. Hydrocodone with acetaminophen ("APAP") is a schedule III controlled substance. Section 195.017.6, RSMo Supp. 1999.

6. Sonata is a brand name for zaleplon; zaleplon and chlordiazepoxide are schedule IV controlled substances. Section 195.017.8, RSMo Supp. 1999.

7. On November 22, 1999, a representative of the Bureau interviewed Dr. Carmody. On that date Dr. Carmody was found to be in possession of prescription containers bearing the prescription numbers 1494208 and 1494649. Nineteen tablets of chlordiazepoxide had been removed from prescription number 1494208, and six tablets of hydrocodone with acetaminophen had been removed from prescription number 1494649.

8. On November 22, 1999, Dr. Carmody stated to the Bureau representative that he had removed the missing controlled substance medications from the two containers and consumed them himself. He also stated he had been issuing prescriptions for G.R. since September 1999, picking up the prescriptions himself, removing some tablets from each prescription container, and mailing the remaining amount to G.R.

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5. On or about November 27, 2000, Licensee voluntarily surrendered his federal DEA registration privileges, thereby cancelling and relinquishing all controlled substance authority in the state of Missouri.

6. At the time of the acts and events set forth in Licensee's Settlement Agreement with the BNDD, Licensee was addicted to controlled substances and using them to an extent that they impaired his ability to function as a physician and surgeon.

#### JOINT PROPOSED CONCLUSIONS OF LAW

7. Cause exists for Petitioner to discipline Respondent's license pursuant to § 334.100.2(1), (13) and (23), RSMo 2000, which provide, in pertinent part:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his certificate of registration or authority,

permit or license for any one or any combination of the following causes:

(1) Use of any controlled substance, as defined in chapter 195, RSMo, or alcoholic beverage to an extent that such use impairs a person's ability to perform the work of any profession licensed or regulated by this chapter;

....

(13) Violation of the drug laws or rules and regulations of this state, any other state or the federal government;

....

(23) Revocation, suspension, limitation or restriction of any kind whatsoever of any controlled substance authority, whether agreed to voluntarily or not;

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## II.

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the State Board of Registration for the Healing Arts in this matter under the authority of Section 621.110, RSMo, 2000. This Agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement:

1. The medical license, No. 29538, issued to Licensee is hereby placed on PROBATION for a period of five (5) years (the disciplinary period). During Licensee's probation, Licensee shall be entitled to engage in the practice of medicine under Chapter 334, RSMo, provided he adheres to all of the terms of this Agreement.

2. During the disciplinary period, Licensee shall fully comply with all of the terms and conditions contained in the Settlement Agreement entered into between Licensee and the Department of Health, Bureau of Narcotics and Dangerous Drugs (BNDD). A copy of said Settlement Agreement between Licensee and the BNDD is attached hereto as Exhibit 1 and incorporated by reference as though fully set forth herein.

3. Within thirty (30) days of the effective date of this Agreement, Licensee shall, at Licensee's cost, undergo an evaluation for chemical dependency by the Missouri State Medical Association's Physician Health Program (MPHP) or the Missouri Association of Osteopathic Physicians and Surgeons Program (MAOPS). Licensee shall direct MPHP or MAOPS to forward an evaluation report to the Board detailing the professional's findings, diagnoses, prognosis, and treatment recommendations within fifteen (15) days of completing the evaluation. Licensee shall follow all recommendations for treatment or aftercare made by the chemical dependency professional.

4. Within fifteen (15) days of the effective date of this Agreement, and continuing through the duration of the disciplinary period, Licensee shall participate in the MPHP or MAOPS program. Licensee shall follow all recommendations for treatment or aftercare made by MPHP or MAOPS, and shall comply with each and every requirement to remain in the program. Within fifteen (15) days of entering the MPHP or MAOPS program, Licensee shall cause MPHP or MAOPS to send written notification to the Board confirming that Licensee has joined the program.

5. During the disciplinary period, Licensee shall abstain completely from the personal use or possession of controlled substances and dangerous drugs as defined by state and federal law or any drugs requiring a prescription unless that use of the drug has been prescribed by a person licensed to prescribe such drug and with whom the Licensee has a bona fide physician/patient relationship. The Licensee shall forward to the Board written documentation of any such prescription within ten (10) days of the date of issuance of the prescription as well as a letter from the Licensee to the person licensed to prescribe the drug which notifies said person of Licensee's addiction history and Missouri licensure status as a physician and surgeon.

6. During the disciplinary period, Licensee shall abstain completely from the use or consumption of alcohol. The presence of any alcohol whatsoever in a biological fluid sample shall constitute a violation of Licensee's discipline.

7. During the disciplinary period, Licensee shall, at Licensee's cost, submit to biological fluid testing as required by the State Board of Registration for the



Healing Arts. Licensee shall, upon demand and without delay, allow the Board's designated representative to obtain witnessed biological fluid samples and shall cooperate fully and completely with the Board's designated representative in providing such samples. The presence of any drug or a prescription drug not supported by a valid prescription or by a prescription documentation of which has not been forwarded to the Board as provided in this Agreement shall constitute a violation of Licensee's discipline.

8. During the disciplinary period, Licensee shall cause a letter of evaluation from the chemical dependency professional or from the rehabilitation or aftercare program to be submitted to the Board no later than January 1, April 1, July 1, and October 1 of each year of the disciplinary period. The letter shall include an evaluation of the Licensee's current status in the treatment, including Licensee's compliance with all the recommendations for treatment, and the current prognosis.

9. Within ten (10) days of the effective date of this Agreement, Licensee shall execute and deliver to the Board a written medical release(s) or other appropriate release(s) which shall cover the entire period of this Agreement authorizing the State Board of Registration for the Healing Arts to obtain records of the Licensee's treatment for chemical dependency. Licensee shall not take any action to cancel the release(s) and shall take whatever actions are necessary to ensure that the release(s) remain in full force and effect throughout the disciplinary period.

10. If the treatment of Licensee is successfully completed during the disciplinary period, Licensee shall cause the treating chemical dependency professional or director of the chemical dependency treatment program to submit a letter of evaluation to the Board stating that Licensee has successfully completed treatment and the arrangements for appropriate follow-up or aftercare. Licensee shall follow all recommendations for follow-up or aftercare and shall document compliance with all such recommendations.

11. During the disciplinary period, Licensee shall comply with all provisions of Chapters 334 and 195, RSMo; all the regulations of the Board; all applicable federal and state drug laws, rules, and regulations; and all federal and state laws. State here includes all states and territories of the United States.

12. During the disciplinary period, Licensee shall keep the Board informed of Licensee's current work and home telephone numbers and addresses. Licensee shall notify the Board in writing within ten (10) days of any change in this information.

13. During the disciplinary period, Licensee shall timely renew his license and timely pay all fees required for licensing and comply with all other Board requirements necessary to maintain Licensee's license in a current and active state.

14. During the disciplinary period, Licensee shall accept and comply with unannounced visits from the Board's representatives to monitor his compliance with the terms and conditions of this disciplinary Agreement.

15. During the disciplinary period, Licensee shall appear in person for interviews with the Board or its designee upon request.

16. Periods of residency or the practice of medicine outside Missouri will not apply to the reduction of the disciplinary period. Licensee shall notify, in writing, the medical licensing authorities of the jurisdiction in which he is residing or practicing, by no later than the day before the beginning of the disciplinary period, of Licensee's disciplinary status in Missouri. Licensee shall forward a copy of this written notice to the Board contemporaneously with sending it to the relevant licensing authority. In the event Licensee should leave Missouri to reside or practice medicine outside the state during the disciplinary period, Licensee shall notify the Board in writing of the dates of departure and return no later than ten (10) days before Licensee's departure. Furthermore, Licensee shall, no later than ten (10) days after the commencement of any residence or practice outside this state, notify in writing the medical licensing authorities in the jurisdiction in which Licensee is residing or practicing of Licensee's disciplinary status in Missouri.

17. Licensee shall notify, within fifteen (15) days of the effective date of this Agreement, all hospitals, nursing homes, out-patient centers, surgical centers, clinics, and all other facilities where Licensee practices or has privileges of Licensee's disciplinary status. Notification shall be in writing and Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative.

18. For purposes of this Agreement, unless otherwise specified in this Agreement, all reports, documentation, evaluations, notices, or other materials required to be submitted to the Board in this Agreement shall be forwarded to the State Board of Registration for the Healing Arts, Attention: Investigations, P.O. Box 4, Jefferson City, Missouri 65102.

19. In the event the State Board of Registration for the Healing Arts determines that Licensee has violated any term or condition of this Agreement, the Board may in its discretion, vacate this Agreement and impose such further discipline as the Board shall deem appropriate.

20. This Agreement does not bind the Board or restrict the remedies available to it concerning any other violation of Chapter 334, RSMo, by Licensee not specifically mentioned in this document.

B. Upon the expiration of the disciplinary period, Licensee's license shall be fully restored if all requirements of law have been satisfied; provided however, that in the event the State Board of Registration for the Healing Arts determines that Licensee has violated any term or condition of this Agreement, the Board may in its discretion, vacate this Agreement and impose such further discipline as the Board shall deem appropriate.

C. No additional order shall be entered by this Board pursuant to the preceding paragraph of this Agreement without notice and an opportunity for hearing before this Board as a contested case in accordance with the provisions of Chapter 536,

RSMo. If any alleged violation of this Agreement occurred during the disciplinary period, the parties agree that the Board may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Licensee agrees and stipulates that the Board has continuing jurisdiction to hold a hearing to determine if a violation of this Agreement has occurred.

D. If the Board determines that the Licensee has violated a term or condition of the disciplinary period which violation would also be actionable in a proceeding before the Administrative Hearing Commission or in the circuit court, the Board may elect to pursue any lawful remedies afforded it and is not bound by this Agreement in its election of remedies concerning that violation.

E. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event

that any court of law deems this agreement or any portion thereof void or unenforceable.

F. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

LICENSEE

BOARD

John P. Carmody, M.D. 11/1/01 Tina Steinman 11/13/01  
John P. Carmody, M.D. date Tina Steinman date  
Executive Director

JEREMIAH W. (JAY) NIXON  
Attorney General

Charissa L. Watson Assistant Attorney General  
Charissa L. Watson  
Assistant Attorney General  
Missouri Bar No. 47814

Broadway State Office Building  
Post Office Box 899  
Jefferson City, MO 65102  
(573) 751-1444  
(573) 751-5660 facsimile

Attorney for Licensee

Attorneys for Board

EFFECTIVE THIS 13 DAY OF November, 2001.

## SETTLEMENT AGREEMENT

### I

Come now John P. Carmody, M.D., and the Missouri Department of Health, Bureau of Narcotics and Dangerous Drugs (hereinafter the Bureau) and enter into this Agreement for the purpose of resolving the question of whether Dr. Carmody's Missouri Controlled Substances Registration should be disciplined.

The parties understand that this Agreement is in lieu of a trial-type hearing of the Bureau charges against Dr. Carmody at the Administrative Hearing Commission where he would have the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending and, subsequently, the right to a disciplinary hearing before the Bureau, at which time evidence in mitigation of discipline may be presented; and the right to a claim for attorney's fees and expenses if Dr. Carmody were a prevailing party. Being aware of these rights, the parties knowingly and voluntarily waive each and every one of these rights and agree to abide by the terms of this document, in lieu of proceedings before the Administrative Hearing Commission.

Dr. Carmody acknowledges that he is aware that he may, at the time this Agreement becomes effective, or within 15 days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for denial of Dr. Carmody's Missouri Controlled Substance Registration application.

Dr. Carmody acknowledges that he has been informed of his right to consult legal counsel in this matter.

### II

Dr. Carmody and the Bureau stipulate to the following facts:

1. The Bureau of Narcotics and Dangerous Drugs is a bureau within the Missouri Department of Health, an agency of the State of Missouri.
2. Dr. Carmody was registered by the Bureau to stock, prescribe, dispense and administer controlled substances under Missouri Controlled Substances Registration number 00213408 from August 23, 1988, to September 27, 1999.
3. Dr. Carmody was registered by the Bureau to stock, prescribe, dispense and administer controlled substances under Missouri Controlled Substances Registration number 09191509 from September 24, 1999, to the present.



4. From January 12, 1999, to November 21, 1999, Dr. Carmody issued the following prescriptions by telephone for patient G.R:

Date	Rx #	Pharmacy	Drug Name/Strength	Amt.	Refills
1/12/99	114915	Unity Pharm.	chlordiazepoxide 10 mg	60	2
1/31/99	1373034	Walgreens	chlordiazepoxide 10 mg	60	1
6/24/99	126109	Unity Pharm.	chlordiazepoxide 10 mg	60	3
8/31/99	1460561	Walgreens	chlordiazepoxide 10 mg	30	0
9/6/99	1462678	Walgreens	hydrocodone/APAP 10/650 mg	60	1
9/28/99	131790	Unity Pharm.	hydrocodone/APAP 10/650 mg	40	1
9/30/99	1473269	Walgreens	chlordiazepoxide 10 mg	30	0
10/3/99	1474124	Walgreens	chlordiazepoxide 10 mg	60	1
10/8/99	1476550	Walgreens	hydrocodone/APAP 10/650 mg	40	1
11/6/99	1488176	Walgreens	hydrocodone/APAP 10/650 mg	60	0
11/9/99	134391	Unity Pharm.	hydrocodone/APAP 10/650 mg	40	1
11/15/99	1491486	Walgreens	Sonata 10 mg	6	0
11/19/99	1494208	Walgreens	chlordiazepoxide 10 mg	60	0
11/21/99	1494649	Walgreens	hydrocodone/APAP 10/650 mg	60	0

5. Hydrocodone with acetaminophen ("APAP") is a Schedule III controlled substance. Section 195.017.6, RSMo Supp. 1999.
6. Sonata is a brand name for zaleplon; zaleplon and chlordiazepoxide are Schedule IV controlled substances. Section 195.017.8, RSMo Supp. 1999.
7. On November 22, 1999, a representative of the Bureau interviewed Dr. Carmody. On that date Dr. Carmody was found to be in possession of prescription containers bearing the prescription numbers 1494208 and 1494649. Nineteen tablets of chlordiazepoxide had been removed from prescription number 1494208, and six tablets of hydrocodone with acetaminophen had been removed from prescription number 1494649.
8. On November 22, 1999, Dr. Carmody stated to the Bureau representative that he had removed the missing controlled substance medications from the two containers and consumed them himself. He also stated he had been issuing prescriptions for G.R. since September 1999, picking up the prescriptions himself, removing some tablets from each prescription container, and mailing the remaining amounts to G.R.
9. Dr. Carmody attended an informal conference at the offices of the Bureau on May 24, 2000.
10. On May 24, 2000, Dr. Carmody stated to representatives of the Bureau that all of the prescriptions he wrote for G.R. from January 1999 to November 1999 were intended for his own use, and no other person consumed any of the controlled substance medications.
11. On May 24, 2000, Dr. Carmody stated to representatives of the Bureau that he had been in treatment for controlled substance abuse from November 23, 1999, to February 12, 2000, first at Christian Northeast Hospital and then at Rush Behavioral Health.



12. On May 24, 2000, Dr. Carmody stated to representatives of the Bureau that he had not practiced medicine from November 23, 1999, to February 12, 2000, and had issued no controlled substance prescriptions during that period.
13. Section 195.040.7, RSMo Supp. 1999, states:

A registration to manufacture, distribute, or dispense a controlled substance may be suspended or revoked by the department of health upon a finding that the registrant:

- (1) Has furnished false or fraudulent material information in any application filed under sections 195.005 to 195.425;
- (2) Has been convicted of a felony under any state or federal law relating to any controlled substance;
- (3) Has had his federal registration to manufacture, distribute or dispense suspended or revoked;
- (4) Has violated any federal controlled substances statute or regulation, or any provision of sections 195.005 to 195.425 or regulation promulgated pursuant to sections 195.005 to 195.425; or
- (5) Has had the registrant's professional license to practice suspended or revoked.

### III

Dr. Carmody and the Bureau stipulate to the following conclusions of law:

1. The Bureau of Narcotics and Dangerous Drugs is a bureau within the Missouri Department of Health created and established pursuant to section 192.005, RSMo 1994 for the purpose of administering, executing and enforcing the provisions of Chapter 195, RSMo, the "Comprehensive Drug Control Act of 1989."
2. Dr. Carmody obtained controlled substances by fraud as defined by Section 195.204.1, RSMo Supp. 1999, which states in part:

A person commits the offense of fraudulently attempting to obtain a controlled substance if he obtains or attempts to obtain a controlled substance or procures or attempts to procure the administration of the controlled substance by fraud, deceit, misrepresentation, or subterfuge; or by the forgery or alteration of a prescription or of any written order; or by the concealment of a material fact; or by the use of a false name or the giving of a false address. The crime of fraudulently attempting to obtain a controlled substance shall include, but shall not be limited to nor be limited by, the following:

- (1) Knowingly making a false statement in any prescription, order, report, or record, required by sections 195.005 to 195.425;
- ...
- (3) Making or uttering any false or forged prescription or false or forged written order;
- ...

3. Dr. Carmody consumed controlled substance for other than therapeutic medical reasons contrary to the provisions of Section 195.040.2, RSMo Supp. 1999, which states in part:

No registration shall be granted to any person who is abusing controlled substances.

4. Dr. Carmody dispensed controlled substances to himself in violation of Section 195.070.4, RSMo Supp. 1999, which states:

An individual practitioner may not prescribe or dispense a controlled substance for such practitioner's personal use except in a medical emergency.

5. Dr. Carmody dispensed controlled substances outside the scope of his professional medical practice in violation of Section 195.070.1, RSMo Supp. 1999, which states:

A physician, podiatrist, dentist, or a registered optometrist certified to administer pharmaceutical agents as provided in section 336.220, RSMo, in good faith and in the course of his professional practice only, may prescribe, administer, and dispense controlled substances or he may cause the same to be administered or dispensed by a nurse or graduate physician under his direction and supervision.

6. Cause exists to discipline Dr. Carmody's Missouri Controlled Substances Registration pursuant to Section 195.040.7, RSMo Supp. 1999.

#### IV

In light of the foregoing stipulation of facts and in order to provide adequate security against theft and diversion of controlled substances, Dr. Carmody and the Bureau hereby consent and agree that the Bureau shall grant Dr. Carmody a Missouri Controlled Substances Registration on probation under the following terms:

1. All prescription or medication orders for controlled substances issued by Dr. Carmody shall indicate whether or not the prescription may be refilled. If the prescription is not to be refilled, the word "NONE" shall be entered on the order. If the prescription may be refilled, the number of times shall be written on the order. Arabic numerals only are not acceptable; the amount to be dispensed shall be written out in longhand on the order in addition to Roman or Arabic numerals in order to discourage alterations in written prescription orders.
2. Dr. Carmody shall use a separate prescription blank for each controlled substance order.
3. Dr. Carmody shall maintain duplicate serially numbered copies of all prescriptions issued for controlled substances with the information required by Section 195.060.1, RSMo Supp. 1999. The duplicate prescriptions shall be maintained separately from each patient's charts, filed in chronological order, and readily retrievable for inspection

and copying by Bureau or Missouri Board of Registration for the Healing Arts (BHA) investigators.

4. Dr. Carmody shall maintain a daily record of telephone and facsimile ("fax") prescriptions and refill authorizations for Schedule III, IV and V controlled substances and of emergency telephone and fax Schedule II prescriptions called in or transmitted by Dr. Carmody or by his staff on his behalf. The following information shall be included in the record: date, patient's name, patient's full address, drug name, drug strength, drug quantity, method of transmission used (telephone or fax), name of pharmacy requesting authorization, and name of person transmitting approval.
5. Dr. Carmody shall not prescribe or administer controlled substances for himself, his immediate family or his employees except in a life-threatening emergency.
6. Dr. Carmody shall not purchase, stock, dispense, or administer controlled substances, and shall not order, purchase or accept controlled substance samples. Should unsolicited samples of controlled substances be received via mail or common carrier, Dr. Carmody shall notify the Bureau immediately after receipt of said samples for instructions as to their proper disposal.
7. Dr. Carmody agrees that Bureau and BHA investigators shall have access to all required controlled drug records at any time during regular office hours.
8. Dr. Carmody shall not obtain or administer to himself any prescription drugs unless the same has been prescribed for him by a physician, dentist, podiatrist or optometrist, or for an animal owned by Dr. Carmody by a veterinarian lawfully authorized to prescribe such drugs in the course of treatment within the prescriber's scope of professional practice and with whom Dr. Carmody has a legitimate practitioner-patient relationship. Dr. Carmody shall inform any treating physician, dentist, podiatrist or optometrist of his prior chemical dependence before he is given a prescription. Failure to report his prior substance abuse to the treating physician, dentist, podiatrist or optometrist shall be a violation of this Agreement.
9. Dr. Carmody shall cause any physician, dentist, podiatrist or optometrist who prescribes, administers or dispenses a controlled substance to Dr. Carmody in the course of professional treatment to submit to the Bureau within ten calendar days of the prescribing, administering or dispensing of a controlled substance, a written statement indicating the following: the controlled substance prescribed, administered or dispensed; the amount and strength, if applicable; and the medical need for the utilization of the controlled substance. If a controlled substance is necessary for treatment for an extended period of time, the treating practitioner will include the estimated length of time Dr. Carmody would be required to be maintained on the controlled substance medication. If procedures requiring the use of controlled substances are planned in advance, Dr. Carmody shall ensure that the Bureau is notified of such planned use of controlled substances in advance. Dr. Carmody shall be responsible for ensuring that any treating physician, dentist, podiatrist or

optometrist who prescribes, administers or dispenses a controlled substance to Dr. Carmody submits this information to the Bureau.

10. Dr. Carmody shall remain a member of the Missouri Physicians' Health Program (MPHP) and shall authorize and request the release of quarterly reports from MPHP to the Bureau.
11. The Bureau shall have authority to obtain biological samples as well as hair samples from Dr. Carmody, and said samples are to be voided, drawn or extracted in the presence of Bureau investigators or other authorized representatives. All costs associated with the analysis of said biological samples shall be paid by Dr. Carmody.
12. Dr. Carmody understands that under the Code of Federal Regulations and the Missouri Code of State Regulations, should he move his professional practice, his state and federal Controlled Substance Registrations will terminate immediately, and he may not conduct activities with controlled substances until he has been issued new certificates of registration for a new practice location.
13. Dr. Carmody understands that under the Healing Arts Practice Act (Chapter 334, RSMo) and the Comprehensive Drug Control Act of 1989 (Chapter 195, RSMo), should his professional medical license be terminated, revoked, denied, or allowed to expire, he will no longer be authorized to lawfully conduct activities with controlled substances until his medical license is reinstated. Furthermore, if Dr. Carmody's professional medical license is specifically restricted as to his authority to engage in controlled substance activities, those restrictions shall apply to his state and federal controlled substance registrations as well.
14. Dr. Carmody understands that under the Comprehensive Drug Control Act of 1989 (Chapter 195, RSMo), should he be convicted of or plead guilty or no contest to a felony charge involving controlled substances, the Bureau is not authorized to grant him a Missouri Controlled Substances Registration for a period of seven years after the date of the plea or conviction, and for a period of two years following the date of such a conviction or plea to a misdemeanor charge involving controlled substances.
15. Dr. Carmody understands that under the Comprehensive Drug Control Act of 1989 (Chapter 195, RSMo), should he be convicted of a felony charge involving a controlled substance, the Bureau is authorized to revoke Dr. Carmody's Missouri Controlled Substances Registration on the basis of the felony conviction.
16. Dr. Carmody understands that under the Comprehensive Drug Abuse Prevention and Control Act of 1970 (21 U.S.C. Chapter 13) and the Comprehensive Drug Control Act of 1989 (Chapter 195, RSMo), should his federal controlled substances registration be terminated, revoked, denied, or allowed to expire, he will no longer be authorized to lawfully conduct activities with controlled substances until he has been issued a new federal controlled substances registration certificate.

17. Dr. Carmody agrees that if the Bureau issues him a registration, the Bureau shall not be limited to statutory grounds for administrative action as set out in Section 195.040, RSMo Supp. 1999, whenever the Bureau has reason to believe that Dr. Carmody has violated any federal or state controlled substance laws or regulations.
18. Dr. Carmody shall renew his Missouri Controlled Substances Registration and professional license in a timely fashion and shall be current in his registrations at all times, including the reporting of any change in his practice address.
19. Dr. Carmody shall not violate any provision of Chapter 195 of the Revised Statutes of Missouri nor any regulation promulgated thereunder.
20. Violation of any term of this Agreement by Dr. Carmody is sufficient basis for the Bureau to revoke or suspend his Missouri Controlled Substances Registration or deny an application for a Missouri Controlled Substances Registration.
21. Copies of this Agreement shall be forwarded by the Bureau to the BHA and to the Federal Drug Enforcement Administration (DEA) in accordance with Section 195.190, RSMo 1994.
22. The conditions of this Agreement shall be in effect for five years from the date of execution of this Agreement.

John P. Carmody, M.D.  
JOHN P. CARMODY, M.D.

9/14/00  
DATE

J. P. Grant  
WITNESS

9/14/00  
DATE

dwc

Daniel Crider  
DANIEL CRIDER, ADMINISTRATOR,  
on behalf of MISSOURI DEPARTMENT OF  
HEALTH, BUREAU OF NARCOTICS  
AND DANGEROUS DRUGS

9/27/00  
DATE

D. Crider  
BUREAU OF NARCOTICS AND  
DANGEROUS DRUGS WITNESS

9/27/00  
DATE